

# TOWN OF EAST HAMPTON AGENDA REPORT

AGENDA ITEM: 7A

DATE: October 29, 2013

SUBJECT: Cogent CS1000pp1 Livescan Fingerprint Machine -Replacement

DEPARTMENT: Police

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## **BACKGROUND**

The Town is currently overdue to replace its current Cogent Livescan Fingerprint Machine. The current machine is outdated, prone to breakdowns and is no longer covered on a service contract.

The initial purchase would be in excess of \$10,000.00.

This piece of equipment is used every day on every shift by our Police Officers. While it's primary purpose is to electronically scan the fingerprints of persons taken into custody and provide instant feedback on identity confirmation it also serves our law abiding citizen population as well. For example, in 2008 the total number of Pistol Permit fingerprint applications totaled 57. Thus far, in the calendar year of 2013 there have been 183 Pistol Permit applications processed. There has also been a steady increase of finger print applicants for various forms of employment to include but not limited to Board of Education employees, School Bus driver applicants, youth athletic coaches etc....

The C.P.C.A. conducted the negotiations with 3M Cogent, Inc. for the total purchase price of \$20,287.00. The Capitol Region Council of Governments (CRCOG) has already arranged for a \$5,833.00 credit towards the purchase of this machine. Leaving the total balance for purchase of the machine \$14,454.00 (Shipping not included).

3M Cogent Systems Inc. has the state contract for D.E.S.P.P. (Contract #04ITZ0001MA)

I am recommending that the Town Council authorize the Town to purchase this Cogent CS1000pp1 Livescan machine.

## **RECOMMENDED MOTION**

Resolved that the Finance Director be authorized to procure goods and services from 3M Cogent Inc. of 5025 Bradenton Ave, Dublin, OH.

## **ALTERNATIVE ACTIONS**

Bid for the machine.

## **FISCAL IMPACT :**

\$15,200.00 has already been approved as a Capital Improvement purchase (Org. 50 210 212/ 5741 Project # 23047) specifically for this purchase.

# TOWN OF EAST HAMPTON AGENDA REPORT

AGENDA ITEM: 7B

DATE: October 7, 2013

SUBJECT: **Computers for police vehicles**

DEPARTMENT: Police

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## **BACKGROUND**

The Town is currently overdue to replace its current “in-car” computer (MDT) inventory. Currently, the Police Department has three working “in-car” computers and one laptop computer at the KX dispatch center in Colchester. The Police Department has a fleet of eight marked patrol vehicles. Thus, in order to outfit the fleet, a purchase of eight computers, the necessary wiring and the mounting kits would be needed. The initial purchase would be in excess of \$10,000.00.

There is a wireless communication fee the Town currently contracts through the Capitol Region Council of Governments (CROCOG) for each computer. This communication system (C.A.P.T.A.I.N.) allows our officers to access information from the Department of Motor Vehicles, the Department of Emergency Services and Public Protection, the Department of Corrections, the Department of Justice and allows our officers to exchange information instantly with fellow police officers in the Capital Region. The annual cost is approximately \$1,000.00 per computer.

Initially, these computers would be utilized by our police officers to access critical motor vehicle information, probation and parole information, sex offender information, registered weapon information, wanted person information, AMBER ALERTS and increases our officers’ situational awareness during ongoing emergencies and extreme weather events. These computers would also be used to obtain written statements from complainants and victims in the field so we can continue to streamline our operations. It is my intent to then use these computers to make it possible for officers to write their investigative reports in the field and transmit them electronically to their supervisor from the field for review and approval. This would significantly reduce the amount of time our officers are spending inside the police station as well as increase the amount of time our officers have for self-generated activity such as motor vehicle enforcement and narcotics interdiction. Eventually, we would move towards a virtually paperless report writing and record retention system.

Telreco, a Connecticut based company, currently holds a state contract for these types of computers (#13PSX0059) and I am recommending that Town Council authorize the Town to purchase off of this contract.

## **RECOMMENDED MOTION**

Resolved that the Finance Director be authorized to procure goods and services from Telreco of 101 North Plains Industrial Road in Wallingford, CT in accordance with State of CT contract #13PSX0059.

## **ALTERNATIVE ACTIONS**

Bid for the computers.

## **FISCAL IMPACT :**

The computers and related hardware are estimated to cost \$39,735 and will be funded from the Police Special Revenue account.. The additional annual cost for the wireless communications is estimated to be \$4,000. Funding for the wireless communications will come from the Police Departments annual operating budget.



CONNECTICUT YANKEE ATOMIC POWER COMPANY

AGENDA  
ITEM # 7C

HADDAM NECK PLANT  
362 INJUN HOLLOW ROAD • EAST HAMPTON, CT 06424-3099

October 31, 2013  
CY-13-044 Rev. 1

Mr. Sean Cox  
Town of East Hampton Chief of Police  
20 East High Street  
East Hampton, CT

Subject: **Draft agreement for use of Connecticut Yankee Atomic Power  
Company training facility**

Dear Chief Cox:

Per my discussions with Sgt. Tim Dowty on 9/30/2013 Connecticut Yankee has drafted an agreement for your review regarding use of Connecticut Yankee's Weapons Range/facility for training purposes. This agreement will need to be executed prior to use of the range facilities by EHPD. Please review and comment on the enclosed draft agreement.

Thank you,

Shae Hemingway  
ISFSI Operations  
Connecticut Yankee Atomic Power Co.



## LICENSE AND SPECIAL USE AGREEMENT

### DRAFT --- PRIVILEGED AND CONFIDENTIAL

THIS LICENSE AND SPECIAL USE AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2013, between CONNECTICUT YANKEE ATOMIC POWER COMPANY, a Connecticut corporation having its principal place of business at 362 Injun Hollow Road, East Hampton, Connecticut 06424 ("CY") and THE TOWN OF EAST HAMPTON, CONNECTICUT (the "TOWN").

#### WITNESSETH:

WHEREAS, CY owns certain property in the Town of East Hampton, Connecticut (the "Property"), a portion of which has been used by CY as a firearms training area and shooting range (the "Range").

WHEREAS, the Town has requested permission from CY to enter upon and access the Property for the purposes of accessing and utilizing an area for firearms use and training to its law enforcement personnel.

WHEREAS, the Town desires to license from CY, and CY desires to license to the Town, limited access and use of the Range for officers and personnel of the Town's police department.

NOW, THEREFORE, CY and the Town mutually agree as follows:

#### 1. LICENSE USE

- a. CY hereby grants a license to the Town and the Town hereby accepts a license from CY for the CY Range, which license is limited to access to, and the use of, the Range and subject to the conditions set forth below.

#### 2. DUTIES OF TOWN

- a. TRAINING: By this Agreement, the Town is authorized, at such times and on such days agreed to by CY, to use the Range for firearms training. Any Training shall be conducted only at the time assigned to the Town by CY. The Town agrees to have an authorized representative in command of all functions and activities ("Range Officer"), including range operation and safety, who will be present at the Range for the entire duration of all firearms use and training. Each Range Officer must be a certified firearms instructor and the Town agrees to provide documentation five (5) business days prior to any training or firearms use confirming, to CY's satisfaction, that all Range Officers are in good standing as certified firearms

instructors. The Town agrees to follow Basic Firearm Safety Rules, which are incorporated by reference and attached as Exhibit "A".

- b. MAINTENANCE: The Town shall vacate and leave the Range in at least as good a state and condition as it was prior to its scheduled licensed use, including removal and proper disposal of all supplies, spent casings, trash and debris. The Town also agrees that if (i) lead ammunition or any other non-CY-approved ammunition is used or (ii) the Range or any of its facilities, including buildings, equipment or furnishings, are damaged during the term of this Agreement, by the act, default or negligence of the Town, its officers, employees, agents, and guests, or invitees or any person or persons using the Range or its facilities during the time period of the licensed use by the Town, upon receipt of an invoice from CY, the Town shall pay to CY such invoiced sum to remediate or restore the Range or its facilities to the condition they were in at the commencement of the licensed use.
- c. The Town also agrees to pay any additional reasonable costs incurred by CY to clean up the facility after each scheduled use, termination and/or expiration of this Agreement, which costs will be invoiced and billed to the Town.
- d. EMPLOYEES OR AGENTS: Any and all persons using the Range shall be deemed to be the officers, employees, agents, guests, or invitees of the Town and shall be deemed to be insured by the Town. Prior to accessing the Property under this Agreement, it is the responsibility of the Town to advise each and every officer, employee, agent, guest or invitee that (i) from 1968 to 1996, CY operated a nuclear power station on the Property; (ii) the Property has since been the subject of decommissioning activities to reduce the amount of plant related radioactivity on the Property under the supervision of the United States Nuclear Regulatory Commission and environmental remediation of non-radioactive contaminants has been performed under the supervision of the Connecticut Department of Energy and Environmental Protection, and (iii) groundwater monitoring continues on the Property. By entering the Property, the Town, its officers, employees, agents, guests or invitees acknowledge and agree that there are potential risks associated with exposure to radiation and/or hazardous materials or substances that may exist on the Property. By using the Range, the Town, its officers, employees, agents, guests or invitees further acknowledge and agree that activities on the range are inherently dangerous and involve the risk of serious injury and/or death. The Town assumes responsibility for the conduct of all persons on the Property pursuant to this Agreement.
- e. EQUIPMENT, FIREARMS AND AMMUNITION: The Town shall supply any specialized equipment required for the Town's licensed use and such staff required to run said equipment. All firearms and



ammunition used at the Range must be produced for inspection by CY prior to use and all weapons, ammunition, and equipment not approved by CY, including all armor piercing, steel core, incendiary or tracer ammunition, is prohibited from being used at the Range. Only non-lead containing ammunition provided directly to a Range Officer by an authorized CY representative after inspection can be used by the Town at the Range. It is the responsibility of the Town and the Range Officer to ensure that all use restrictions are complied with, including that no lead ammunition is discharged on CY Property, including the Range.

- f. ASSUMPTION OF THE RISK; INDEMNIFICATION AND RELEASE  
During all times under this Agreement, the Town acknowledges and assumes any and all risks existing on the Property and Range and liability for all claims, losses, actions or judgments for damages or injury to persons or property arising out of the acts, omissions, or negligence of the Town or its officers, employees, agents, guests or invitees (1) on the Property; (2) in the use and maintenance of the Range; (3) the failure of the Town, its officers, employees, agents, guests or invitees to observe and abide by any of the terms or conditions of this agreement; and (4) potential risks and hazards associated with exposure to radiation and/or hazardous materials or substances which may exist on the Property. The Town agrees to indemnify, defend and hold harmless CY from any liability, loss, costs and expenses, including damages, liens and judgments arising out of or resulting from (i) the Town's and its officers, employees, agents, guests and/or invitees acts or omissions on the Property during the Term of this License including, but not limited to, any claims, demands, damages, actions, causes of action or other remedies of any kind whatsoever against CY for property damages or bodily and/or personal injuries to the Town's officers, employees, agents, guests, and/or invitees arising out of any entry onto the Property and/or use of the Range; (ii) the Town's breach of this License; and /or (iii) exposure to radiation and/or hazardous materials or substances. The Town further waives and releases any claims, demands, damages, actions, causes of action or other remedies of any kind whatsoever against CY for property damages or bodily and/or personal injuries to the Town's officers, employees, agents, guests or invitees. With respect to obligations that have arisen under this Section 2.f. prior to the expiration or termination of this Agreement, such obligations shall survive termination or expiration of this Agreement.
- g. INSURANCE: Prior to access to the Property and use of the Range, the Town agrees to provide CY with proof of insurance for coverage in types and amounts satisfactory to CY for the term of this Agreement.
- h. COMPLIANCE WITH LAW: The Town shall comply with and abide by all federal, state and local laws, rules, regulations and ordinances.

3. **CY PROPERTY/RANGE**

- a. SITE: The Range is located on the Property and consists of an outdoor facility for the discharging of firearms at targets. A sketch of the Range is attached as Exhibit "B". Smoking is not allowed anywhere on CY property. Possession and use of alcoholic beverages or controlled substances is not permitted anywhere on CY property.
- b. DATES/HOURS OF OPERATION: Use of the Range will be limited to specific days and designated hours as mutually agreed upon by the Town and CY. The Town agrees to notify CY five (5) business days in advance of each intended use of the Range. All Town officers, employees, agents, guests and invitees must participate in a CY provided site safety briefing each time they enter the Property and prior to each use of the Range.

4. MISCELLANEOUS PROVISIONS

IT IS FURTHER UNDERSTOOD THAT:

- a. TERMINATION OR AMENDMENT: CY or the Town may terminate this agreement at any time upon notice to the other in writing of the immediate termination of this Agreement. If not earlier terminated by CY or the Town, this Agreement shall automatically terminate 365 days from \_\_\_\_\_, 2013 unless the parties mutually agree in writing to renew this Agreement prior to its expiration. With respect to obligations that have arisen under this Agreement prior to the termination or expiration of this Agreement, such obligations shall survive termination or expiration of this Agreement.
- b. RIGHT OF INSPECTION: CY shall have the right to make inspections of the Range and Range facilities at any time for the purpose of ensuring compliance with the terms and conditions of this Agreement.
- c. PERMITS AND APPROVALS. The Town, to the exclusion of CY, shall have the sole obligation to acquire, and bear the full cost and expense of acquiring, any and all approvals, permits and licenses from any governmental authority, which may be required in connection with the licensed use.
- d. PERFORMANCE. All activities performed by the Town and its officers, employees, agents, guests or invitees pursuant to this Agreement shall be performed at the Town's sole cost and expense and in a timely, good, safe, and professional manner in compliance with all laws, ordinances, and regulations, including environmental laws and laws and regulations relating to worker safety. The Town agrees that it and its officers, employees, agents, guests or invitees shall conduct all such activities in a manner that does not unreasonably interfere with the activities of CY on the Property. Other than described in this agreement, no activities involving the disturbance of the Property such as the digging or moving of



soil, cutting of trees, use of wetlands, erecting or modifying of structures shall be conducted without the written consent of CY.

- e. RELATIONSHIP OF THE PARTIES. CY and the Town agree that nothing contained in this Agreement shall be construed as creating a partnership or joint venture between them, nor is anything contained in this Agreement to be construed as creating or requiring any agency or employee relationship.
- f. ASSIGNMENT. This Agreement cannot be assigned.
- g. APPLICABLE LAW. This Agreement is being executed and delivered in the State of Connecticut and shall be construed and enforced in accordance with the laws of the State of Connecticut.
- h. SEVERANCE: In the event any provision or section of this Agreement conflicts with applicable law, or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and shall be carried into effect.
- i. MODIFICATION: This Agreement may be modified or amended only by a writing duly executed by both parties.
- j. MERGER: This writing embodies the entire agreement of the parties, and they expressly acknowledge that there are no promises, terms, conditions, or obligations other than those contained in this Agreement. All previous and contemporaneous communications, representations, or agreements, either verbal or written, between the parties are superseded by this agreement.
- k. NOTICES: All notes required hereunder shall be given in writing by mail to:

_____	_____
_____	_____
Connecticut Yankee Atomic Power Company	Town of East Hampton

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date set forth below.

\_\_\_\_\_, 2013

\_\_\_\_\_, 2013



CONNECTICUT YANKEE ATOMIC  
POWER COMPANY

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BY:

TOWN OF EAST HAMPTON

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BY:

## **EXHIBIT A**

### **Basic Firearm Safety Rules**

1. Always assume every firearm is loaded.
2. Keep your finger off the trigger and outside the trigger guard until you've made the decision to fire.
3. Know your target and what's beyond and around it.
4. Never let your muzzle cross anything you are not willing to destroy.

### **General Rules**

1. Before handling a firearm for purposes other than live fire, the handler must:
  - a. Point the weapon in a safe direction with the finger off the trigger
  - b. Pull the magazine from the weapon
  - c. Pull the slide to the rear and lock the slide back
  - d. Physically and visually inspect the chamber for live ammunition
2. Eye and ear protection shall be worn during all live fire training. Baseball style caps may be worn for additional protection.
3. Range Officers should have some type of communication on their person when on the Range (i.e. cell phone or portable radio).
4. Know and obey all Range rules.
5. Anyone who observes a potentially unsafe act or dangerous situation shall immediately call a "CEASE FIRE". When the command "Cease Fire" is given, all participants on that range shall:
  - a. Stop shooting IMMEDIATELY
  - b. Remove their finger from the trigger
  - c. Keep the gun pointed in a safe direction
  - d. Wait for further instructions from the Range Officer
6. When entering the facility grounds, all firearms will remain holstered or cased when not in actual use. If you're wearing your firearm, it will remain holstered.



7. No loading or unloading of any firearm should take place in the parking lot. All loading and unloading of firearms will take place on designated firing lines, or loading and unloading barrels.
8. When shotguns, rifles, and carbines are being carried to training areas uncased, they will be carried with the safety on, action open, magazine removed, and muzzle pointed in a safe direction. Loaded long guns removed from authorized vehicles for training will be carried with an empty chamber, safety on, and the muzzle in a safe direction, unless directed otherwise by the Range Officer.
9. Firearms that are benched or grounded shall have the safeties on, actions open, magazines removed and muzzle pointed down range.
10. Shooters shall not proceed onto a firing range or shoot without permission of a Range Officer.
11. No person is allowed to move any portion of their body in front of the firing line until the line is declared to be clear and the supervising representative grants permission.
12. No person is allowed to handle a firearm when anyone is down range.
13. Shooting is only allowed on the designated Range portion of the facility.
14. Shooting will be done only from established firing lines.
15. When shooting at steel targets, shooters should maintain a minimum of a 10 yard distance from the target.
16. Shooters may only fire at authorized shooting targets.
17. In case of a misfire, shooters will keep the firearm pointed in a safe direction and immediately notify a Range Officer. Misfires include unusual sounding loads. Failure to feed, extract and eject are not misfires, they are malfunctions and is the responsibility of the shooter to tactically clear all malfunctions.
18. Persons not on the firing line must remain clear of the firing line during live fire.
19. Absolutely no horseplay will be tolerated in or around the facility. Persons engaging in inappropriate conduct may be ordered to leave the facility by a Range Officer or Instructor.
20. Any person having a blood alcohol content of greater than .00 or under the influence of illicit drugs, or any drug that may cause drowsiness, may not possess or fire a weapon of any kind on the range.
21. No armor piercing ammunition is to be fired on any of the ranges unless the Range Officer gives prior permission.

22. Live ammunition is not permitted in the firearms cleaning area.
23. Officers are responsible for the security of their weapons and personal items while at that training facility.
24. Additional rules and procedures for the Range may be posted at the Range.
25. There will be no shooting permitted at the Range anywhere other than the designated range area. Long guns may only be fired on designated rifle lanes with prior CY approval.
26. Tracer rounds, or incendiary rounds of any kind, are not permitted on the Range.



## Chapter 49. FIRE DEPARTMENT

[HISTORY: Adopted by the Town Council of the Town of East Hampton 7-26-1994.  
Amendments noted where applicable.]

### Article I. Establishment

#### § 49-1. Authority; purpose.

Pursuant to § 7-301 of the General Statutes of Connecticut there is hereby established a Town Fire Department, which shall have all of the powers and duties of a Town fire department as prescribed by statute, Town Charter, or otherwise, which is established for the purpose of protection from fire or other disaster, persons and property within the limits of the Town of East Hampton, or as otherwise hereinafter provided.

### Article II. Board of Fire Commissioners

#### § 49-2. Powers and duties.

- A. The management, discipline, and control thereof shall be vested in a Board of Fire Commissioners, which shall have powers as this chapter and statute provides. The Board of Fire Commissioners shall be subject to the purchasing requirements as outlined by the Town Charter for acquisition of all supplies and equipment necessary for its operation, and shall have the statutory power to enter into agreements with any volunteer fire company or companies within the Town for the protection thereof from fire on such conditions as to the financial assistance and the observance of the regulations as such Board of Fire Commissioners shall prescribe, subject, however, to the provision of this chapter.
- B. Said Board of Fire Commissioners shall promote proper cooperation and coordinate activities among the several divisions of the department and/or companies or other municipal agencies, boards, or commissions, public or private, whose aims are to provide protection from fire or other disaster for persons or property within East Hampton.
- C. Subject to statute and Town Charter and the terms of this chapter, the Board of Fire Commissioners has the power and authority to make agreements with the State of Connecticut; other towns, municipalities, fire districts, government bodies representing them to promote mutual fire protection and provide maximum fire and other disaster protection for East Hampton. When authorized by the Town Council, expenses incurred in carrying out the foregoing shall be paid as a municipal expense by the Town of East Hampton.

#### § 49-3. Membership; terms.

- A. The Board of Fire Commissioners shall consist of five (5) electors of the Town of East Hampton, not more than three (3) of whom shall be members of the same political party, and shall be appointed by the Town Council for staggered terms of three years. **The Town Council may remove any member for cause.**
- B. Effective August 1, 1994, all future appointments shall be for three-year terms; members appointed prior to August 1, 1994, shall continue to serve out their original five-year terms. No active or senior member of any volunteer fire company under the direction and control of the Board of Fire Commissioners shall be appointed to the Board; however, this shall not prohibit the appointment of any retired member.

**§ 49-4. Compensation.**

The members of the Board of Fire Commissioners shall receive no compensation for their services as such, but shall be reimbursed for their necessary expenses incurred in the performance of their duties when authorized by the Town Council.

**§ 49-5. Officers.**

The Board of Fire Commissioners shall appoint from their membership a Chairman and a Secretary, who shall perform such duties and have such authority, and shall serve for such terms as may be prescribed in bylaws duly adopted by the Board of Fire Commissioners.

**§ 49-6. Meetings.**

- A. The Board of Fire Commissioners shall hold an annual meeting on the second Monday of August of each year, at which time all annual reports are to be submitted to it, in writing, from the officers and the committee chairman, as hereinafter provided.
- B. Regular meetings shall be held at the times and dates set by the Board of Fire Commissioners, and special meetings may be called at any time by the Chairman or by any three members thereof, provided written notice of the time and place for such meeting shall be given to all members of the Board at least 24 hours prior to such special meeting. Three members thereof shall constitute a quorum at any regular or special meetings, and the vote of three members thereof shall be necessary for any action taken by the Board.
- C. The order of business at all regular meetings shall be as follows:
  - (1) Call to order.
  - (2) Approval of minutes.
  - (3) Approval of bills/budget report.
  - (4) Fire Marshal's report.
  - (5) Communications.
  - (6) Unfinished business.
  - (7) New business.
  - (8) Adjournment.

**§ 49-7. Recordkeeping.**

The Board of Fire Commissioners shall keep proper and accurate records of its doings, which records shall be subject to the inspection of the Town Council at any reasonable time.

**§ 49-8. Purchase and maintenance of equipment.**

Subject to the approval of the Town Council and within the budget provided therefor, the Board of Fire Commissioners, in conformance with the Town Charter, shall acquire, maintain, repair and replace all equipment, apparatus and trucks used for the purpose enumerated in this chapter. They shall provide housing and storage space for the same, and may contract, under such terms and conditions deemed advisable, for the use of needed housing and storage space when unavailable within buildings owned by the Town of East Hampton.

**§ 49-9. Use of equipment outside Town.**

- A. The Board of Fire Commissioners may permit fire apparatus, equipment and trucks to be taken and used without the municipal limits of East Hampton for the following purposes:



- (1) For ceremonies and parades.
- (2) For test s, demonstrations or repairs.
- (3) Pursuant to the terms of agreements made with other towns, etc., as provided in this chapter.
- (4) For serious emergencies in any town or city.

B. Determination of "serious emergencies" may be conferred upon the Chief of the Fire Department. In all cases, the use of the fire equipment, apparatus, and equipment shall be governed by the regulations established by the Board of Fire Commissioners.

#### **§ 49-10. Annual report.**

During the first week of September of each year, or at such other times as the Town Council may direct, the Board of Fire Commissioners shall submit a report of its doings to the Town Council for publication in the Annual Town Report. At such time as directed, the Board shall submit to the Town Manager an estimate of expenses for each fire company for the coming fiscal year.

#### **§ 49-11. Conduct and discipline of Department members.**

The Board of Fire Commissioners shall be responsible for the discipline and proper conduct of the officers and members of the Department as set forth in the Department bylaws. The Board shall have the power to expel any member for cause, or as provided in the Department regulations, and may remove from office, for cause, any officer of the Department.

### **Article III. Governance of Department**

#### **§ 49-12. Bylaws.**

- A. Except as provided therein and by statute or Town Charter, the Fire Department shall be governed by bylaws adopted by the members of the Fire Department. Upon adoption, the bylaws, or any amendment t hereto, shall be submitted to the Board of Fire Commissioners. Such bylaws, or amendments, automatically shall become effective within 30 days following submission to the Board of Fire Commissioners unless rejected by vote of all Commissioners. In the event of partial rejection, the portion not so rejected shall become effective as provided herein.
- B. Such bylaws shall specify, in addition to other matters, the method and qualifications necessary for gaining membership to the Department; the method and qualifications necessary for the election of officers; and the responsibilities, duties, standards of conduct, and disciplinary action to which officers and members shall be subjected.

East Hampton Town Council  
2014 Meeting Dates  
6:30 p.m.

(Second and Fourth Tuesday)

January 14  
January 28  
February 11  
February 25  
March 11  
March 25  
April 8  
April 22  
May 13  
May 27  
June 10  
June 24  
July 8  
July 22  
August 12  
Summer Recess (no meeting Aug. 26)  
September 9  
September 23  
October 14  
October 28  
November 11 (Veteran's Day)  
November 25  
December 9  
December 23

## **GPS POLICY**

### **Purpose:**

In an effort to improve the safety of staff, increase operational effectiveness and improve the quality of service, the Town of East Hampton has leased and installed Global Positioning Equipment (GPS) within its Town owned vehicles and equipment. As a result there is a requirement to develop a consistent manner in which GPS equipment, information, and data are collected and used within the Town of East Hampton. Furthermore, to provide guidance and information so staff and the public understand the use and implementation of how GPS equipment, information and data are used.

### **Definitions:**

Gross negligence- a pattern of activities that may or does result in fiscal, public service, bodily injury and/or equipment loss/damage. A single action that may or does result in significant danger to or loss of life to any person.

Global Positioning System- a device leased or owned by the Town of East Hampton that will record in real time the route, location, rate and operational status of a vehicle.

### **Policy:**

The Town may use information and data provided from a global positioning system to dispatch equipment, evaluate historical vehicle use, identify locations and use systems for any other practical purpose. The Town Manager or his designee (s) will have access to all or limited amounts of information from the GPS.

It is unacceptable for any employee to tamper with, remove or interfere with any GPS equipment, except for mechanical staff who have been directed to do so or in the repair of equipment requiring service. Furthermore, it is not acceptable to knowingly implement or use another device that will disrupt, terminate or interfere with the signal. Any employee found to be conducting such an activity will be disciplined up to and including termination.

The use of data and information from the GPS can be used as contributory (or mitigating) information in the instance of gross negligence.





Anna Ruth Sandin Masters  
10 Sexton Hill Road  
East Hampton, Connecticut  
06424

Mr. Michael Manescalco  
Town Manager,  
East Hampton, Connecticut

October 10, 2013

Dear Mr. Manescalco,

Several weeks ago we spoke about the bridge and road that lead to my home off of Sexton Hill Road. I had questions about the ownership of the bridge and road. You asked me to send you a proposal of what we wanted the town to consider regarding the road. I have since written to my adult children, nieces and nephew who are also concerned about access to the property. In this letter we request that the Town of East Hampton reverse the abandonment of the road and bridge up to my residence at 10 Sexton Hill Rd, and resume general maintenance of the road and responsibility for the bridge in order to provide us safe access to our home and to ensure access to the property for fire and other emergency vehicles.

My grandfather, father, and now my brother's family and I have paid taxes to the Town of East Hampton for approximately 100 years. In that time we have sent no children to town schools, nor required any services other than the maintenance of the bridge and occasional plowing of the road. At the present time I pay over \$6,000 in taxes annually to the town and receive none of the standard town services.

Historically the road was under the town's management for about 200 years. The road and small bridge across Pine Brook were owned and cared for by the town of East Hampton since Mr. Sexton built his factory and home in the late 1700's or early 1800's.

The home is a registered historical house pictured in a book about Historical homes in Middlesex County, Connecticut. The factory stonewall along with other remains of the factory and dam still line the brook. My grandfather bought the land sometime between 1910 and 1920. In 1998, my brother, Eric V. Sandin, and I sold the development rights of 127 acres of the 147 acres we own to the Forest Legacy Program established by the Fish and Wildlife Dept. of the US Department of the Interior. We did this with the full blessing of the Town of East Hampton, which recognized that this action reduced the Town's responsibility for roads and services, such as schools and fire protection to homes that might be built in the area.

In 1989 at a Town Meeting, the town voted to abandon the road and bridge. There



are no comments in the record to explain the action, but this eliminated the town's financial responsibility for the bridge and ensured that the property would be less accessible to the public. However, we were left with diminished town services and now find we are increasingly cut off from basic services as large trucks are unwilling to cross the bridge. This includes, service trucks for plowing, trash and oil deliveries, construction vehicles to fix essential services for our sewer system and safety vehicles including fire trucks, and ambulances. We are concerned that the lack of access to the property by fire trucks and other safety equipment represents a public safety issue for both us and for the surrounding area. We also note a responsibility to make the Forest Legacy property accessible for both sylvan management, which may occasionally require logging to ensure sufficient cleared land for wildlife, and public access.

We are asking the Town of East Hampton to reverse the abandonment of the road, fix the bridge, plow the short hill in winter and grade it in summer. I look forward to discussing this with you in greater detail over the course of the fall and winter. I can be reached most conveniently at [chuckanna@comcast.net](mailto:chuckanna@comcast.net)

Sincerely,

*Anna S. Masters*

Anna Ruth Sandin Masters



7 1989  
Town of East Hampton

20 EAST HIGH STREET

EAST HAMPTON, CONNECTICUT 06424

SPECIAL TOWN MEETING

attached "B"

7/24/1989

A Special Town Meeting of the electors and citizens entitled to vote in town meetings was opened at 8:00 P.M. by Town Clerk, Pauline Markham.

George K. White was elected Moderator for the meeting.

Moderator directed Town Clerk to read the Legal Call. Motion to accept Legal Call by Robert Cramer, 2nd by Patricia Logan. Moderator called for vote on motion. Vote in affirmative.

Moderator read first item on call. Moderator called for Resolution. #1 William Devine presented 1st Resolution - "RESOLVED, that this town meeting appropriates a sum not to exceed Eighty Thousand Dollars (\$80,000.00) as recommended by the Board of Finance, toward the development of a Congregate Housing Project, to be built by the East Hampton Housing Authority with the approval and financial support of the Connecticut State Department of Housing. Said appropriation of eighty thousand dollars (\$80,000.) is seed money to signify the town's support and commitment to the project and is reimbursable upon the approval of the Connecticut State Department Housing." Seconded by Robert Cramer. Moderator called for questions and/or discussion. Moderator called for vote on Resolution #1. Moderator declared vote in affirmative.

Moderator read second item on call. Moderator called for Resolution. #2 William Devine presented 2nd Resolution - "RESOLVED, that this town meeting appropriates a sum not to exceed Seven Thousand Five Hundred and Fifty Dollars (\$7550.00) to the East Hampton Board of Education, as recommended by the Board of Finance, for the balance of the Special Education Agency Placement Grant for the 1988-89 fiscal year." Seconded by Richard Knotek. Moderator called for questions and/or discussion. Moderator called for vote on Resolution #2. Moderator declared vote in affirmative.

Moderator read third item on call. Moderator called for Resolution #3. William Devine presented 3rd Resolution - "RESOLVED, that this town meeting hereby repeals the resolution and ordinance of 1931 Establishing a Board of Finance as recommended by the Board of Selectmen, effective November 7, 1989." Seconded by Robert Cramer. Moderator called for questions and/or discussion. Moderator called for vote on Resolution #3. Moderator declared vote in affirmative.

Moderator read fourth item on call. Moderator called for Resolution #4. William Devine presented 4th Resolution. - "RESOLVED, that this town meeting hereby discontinues and abandons a portion of Sexton Hill Road from the west bank of Pine Brook, including the Pind Brook Bridge, and running east, northeast through property owned by Eric V. Sandin, et al for an approximate distance of 1925 feet to the eastern most property boundary of Eric V. Sandin, et al, as recommended by the Board of Selectmen." Seconded by Robert Cramer. Moderator called for questions and/or discussion. Moderator called for vote on Resolution #4. Moderator declared vote in affirmative.

Motion to adjourn by William Devine. Seconded by Richard Knotek. Moderator called for vote. Vote in affirmative. Meeting adjourned at 8:17 P.M.  
Pauline Markham





Special Town Meeting 7-24-89

**Town of East Hampton  
20 East High Street  
East Hampton, CT 06424**

**Nancy Hasselman, CCMC  
Collector of Revenue  
Town of East Hampton**

**November 7, 2013**

**To: The East Hampton Town Council**

**Please find copies of tax refunds for your review.  
The total refund equals \$3992.28.**

**Thank you for your assistance.**

*Melanie B. Jump*  
**Melanie Jump, CCMC  
Assistant Collector of Revenue**

71.77 +  
67.78 +  
139.19 +  
80.74 +  
49.60 +  
2,469.36 +  
20.82 +  
52.33 +  
10.00 +  
1.25 +  
136.40 +  
10.68 +  
19.10 +  
275.30 +  
95.39 +  
34.01 +  
114.03 +  
248.00 +  
4.65 +  
91.88 +  
3,992.28 \*